

Town of Hanover

PART I: COVID-19 Acknowledgment Form – Minor Participant

THIS DOCUMENT WILL AFFECT YOUR AND YOUR CHILD’S LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

The novel coronavirus, or “COVID-19”, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread from person-to-person contact.

Please Print Clearly

I/We, _____ being the parent(s)/legal guardian(s) of

_____ (hereinafter “my/our child”), being a child under the age of eighteen (18) years, hereby acknowledge and agree:

BY SIGNING THIS DOCUMENT, I/WE ACKNOWLEDGE AND UNDERSTAND:

- A. The contagious nature of COVID-19 and voluntarily assume the risk that I/we or my/our child may be exposed to or infected by COVID-19 by participating in activities organized on The Town of Hanover’s property.
- B. That the risk of becoming exposed to or infected by COVID-19 on the Town of Hanover’s property may result from the actions, omissions, or negligence of myself or others, including but not limited to, Town of Hanover employees, and program participants.
- C. That public health authorities are still recommending the practice of social distancing.
- D. I/We are voluntarily seeking the services provided by the Town of Hanover.

IN CONSIDERATION OF THE SERVICES BEING PROVIDED BY THE TOWN OF HANOVER, BY SIGNING THIS DOCUMENT:

- A. I/We agree to comply with any and ALL up-to date preventative measures and safety precautions promoted in an official capacity by various Canadian health authorities including Ontario Health, Health Canada, Grey Bruce Public Health and procedures put in place by the Town of Hanover, whether at the time of the signing of this document and in the future, to stop the spread of COVID-19, including, but not necessarily limited to, the following:
 - 1. Maximum capacities as posted or stated for facility or program spaces, or as otherwise required by law, health or Town authorities
 - 2. Physical distancing guidelines must always be followed.
 - 3. I/We and my/our child must always wear a mask / facecovering as per Ontario Regulation 364/20, unless exempt as per the Regulation.

Yes, I understand Parts 1 to 3 above.

B. I/We declare and accept that prior to each and every date of attending a Town of Hanover facility, the following must be true for my/our child's participation in a program and/or attendance within a program space:

1. I/We and my/our child do not have a confirmed case of COVID-19.
2. I/We and my / our child are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.
3. I/We and my/our child have not travelled outside Canada in the last 14 days of the date of attending a Town of Hanover facility.
4. I/We or my/our child has not been advised by Public Health or your medical care provider that you need to self-isolate or be tested for COVID-19.
5. I/We or my/our child has not been in close physical contact (less than 2 metres away in the same area or living in the same home) with someone who has tested positive for COVID-19.

Yes, I agree to conduct self-assessment for my/our child using Parts 1 to 5 above prior to each and every date of attending a Town of Hanover facility.

DATE _____

PRINT NAME

SIGNATURE

Parent/Legal Guardian

Parent/Legal Guardian

Witness

Witness



Town of Hanover

PART II: General Liability Release / Waiver and Indemnity

THIS DOCUMENT WILL AFFECT YOUR AND YOUR CHILD’S LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

Please Print Clearly

I/We, _____ being the parent(s)/legal guardian(s) of
_____(hereinafter “my/our child”), being a child
under the age of eighteen (18) years, hereby acknowledge and agree:

IN CONSIDERATION OF THE SERVICES BEING PROVIDED BY THE TOWN OF HANOVER, BY SIGNING THIS DOCUMENT:

- A. I/We, and on behalf of my/our child, hereby release and agree to indemnify the Town Of Hanover, its Council, officers, directors, agents, representatives, employees and volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, including but not limited to, any claims under the *Occupiers’ Liability Act*, R.S.O. 1990, c.O.2., as amended and the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, or any other statutory duty of care, any negligence, or breach of contract, and damages, for costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, and any injury, including but not limited to death, arising out of or connected to my/our child contracting of, or being exposed to, COVID-19, COVID-19-related, or other communicable diseases, through accessing or using of a program space or any services received from the Town of Hanover. This release shall be binding upon our heirs and personal representatives. **Initials** _____
- B. I/We understand that this release discharges and waives for the benefit of the Town of Hanover, its Council, officers, directors, agents, representatives, employees and volunteers, from any liability or claim that I/we, my/our child, our heirs, or any personal representatives may have with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, COVID-19, COVID-19-related, or other communicable diseases.
- C. I/We represent that I/we have full authority to sign on behalf of my/our child and that my/our signatures binds each other person having authority to make decisions on behalf of my/our child and our heirs, successors, and assigns.
- D. I/We acknowledge and agree that if any term or condition of this General Liability Release/Waiver and Indemnity is invalid or unenforceable under any applicable statute or is declared invalid or unenforceable by a court of competent jurisdiction, then such term or condition shall be deemed to be severed from this General Liability Release/Waiver and Indemnity, provided however, that the remainder of this General Liability Release/Waiver and Indemnity shall not be affected, shall continue in full force and effect and each remaining term and condition shall be valid and be enforced to the fullest extent permitted by law.
- E. I/We acknowledge being advised to seek independent legal advice prior to signing this General Liability Release/Waiver and Indemnity.

I/We agree as to Paragraphs A, B, C, D, and E above

MY/OUR SIGNATURES BELOW IS CONFIRMATION THAT I/WE HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE AND THAT I/WE AGREE THAT I/WE ARE VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING THE CORPORATION OF THE TOWN OF HANOVER AND ITS COUNCIL, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL CLAIMS ARISING OUT OF, OR RELATED TO, COVID-19, COVID-19-RELATED, OR OTHER COMMUNICABLE DISEASES.

DATE _____

PRINT NAME

SIGNATURE

Parent/Legal Guardian

Parent/Legal Guardian

Witness

Witness

